

EVERYWHERE WIRELESS, LLC CUSTOMER AGREEMENT, INCORPORATED HERewith EW'S ACCEPTABLE USE POLICY, PRIVACY POLICY AND ADDITIONAL TERMS OF SERVICE FOR THE WEBSITE

Acceptance of terms

Please read the following Everywhere Wireless ("EW") customer agreement (this "Agreement") carefully before signing up for an EW account or using the EW wireless Internet services. This Agreement is a legally binding agreement between you (an entity or person) and Everywhere Wireless, LLC. By proceeding to establish an account and/or use the EW services, you agree to be bound to the terms and conditions stated below. If you do not agree to all of the terms and conditions of this agreement, you must not sign up for an account or use the service and must exit the EW registration process.

For users registering with EW for their own personal use, nothing in this Agreement affects your statutory rights. You should print and keep a copy of this Agreement for your future reference.

AGREEMENT

The term and conditions of this Agreement govern the relationship between you ("Customer" or "you") and Everywhere Wireless, LLC ("EW" or "we" or "us"). EW provides its wireless internet services, as they may exist from time to time ("Services"), to customers who establish an account. You must be at least 18 years old to establish an account. By establishing or using an account with EW, you agree to be bound by this Agreement and to use the Services in compliance with this Agreement and other EW policies posted on the EW Website at www.EverywhereWireless.com, the EW account management portal, the EW login screen and any and all internet-based or otherwise screens utilized to provide the Services (collectively the "Website"), our privacy policy and Website terms of use. In the event of any conflict between such terms and this Agreement, the terms of this Agreement shall apply.

1. **Supplier.** Unless specified otherwise, the Services will be supplied by Everywhere Wireless, LLC, an Illinois limited liability company whose main business address is at Everywhere Wireless, LLC, 912 West Randolph Street, Chicago, IL 60607.
2. **Payment Obligations.** Unless the Services provided by EW are paid for by your condominium association or the owner of the property in which you rent (the "Exception"), you must (i) provide EW with accurate and complete billing information including legal name, address, telephone number, and credit or debit card/billing information, and (ii) report to EW all changes to this information within 30 days of the change. You are responsible for any charges to your account. If you have questions regarding charges to an account, you should contact EW's Customer Service Department at (312) 361-0052 or by email at help@EverywhereWireless.com.

Charges are billed to your credit or debit cards for usage of the Services. EW is not responsible for any charges or expenses (e.g., for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges correctly billed by EW. All charges are considered valid immediately upon billing of such charges. No refunds will be provided under any circumstance. You have the ability to use and test the Services free of charge for up to 30 minutes per day (subject to location) and therefore you should not purchase the Services unless you are satisfied with the quality of the Services. All Services are paid for and utilized on a month by month basis and therefore can be cancelled at any time by you. Given these conditions, under no circumstance will a credit, refund or adjustment be provided to you by EW.

3. **Locations and usage.** Because we do not own or operate all of the access points included in the Service, not all access points to use the Services or enabled venues may be available at all times.
4. **Subscription and Governing Law**

- i. Our invitation to you to order a subscription to the Services is not an "offer" by us to sell you a subscription at the prices on the Website or advertised elsewhere. Instead, when you complete the registration form, you make an offer to us to buy a subscription, which we can accept or reject. The order is finalized (and a legal contract is created between us) when we send you a confirmatory email accepting your order. If there is a mistake in the subscription pricing on the Website then, when we receive your order we will email you and set out the correct price and give you the opportunity to request a subscription at that price or you may decide not to subscribe.
 - ii. For the avoidance of doubt, any contract for the provision of the Services will be deemed to have been executed and performed in the state of Illinois, United States of America. Further, any such contract will be interpreted, construed and enforced in all respects in accordance with the laws of the state of Illinois, United States of America, without giving effect to conflict of laws provisions thereof.
5. **Payment.** Unless the Exception is applicable, if payment cannot be charged to your credit or debit card or your charge is returned to EW for any reason, EW reserves the right to pursue any and all legal remedies to collect the amount owed by you, to suspend or terminate your access to the Services and your account, and to terminate all obligations of EW under this Agreement.
6. **Input of incorrect information.** EW cannot accept any liability for any failure to comply with specific instructions stated on the EW Website or for any incorrect information provided by you.
7. **Username And Password.**
 - i. Upon registration, you will receive a username and password. You will use the password only for access to the Services and not for any other purpose. You are the only authorized user of your EW account, unless expressly specified otherwise in your service plan, and your use of your account must comply with this Agreement. Any breach of this Agreement and any use of the Services by anyone to whom you disclose your username and/or password will be treated as if the breach or use had been carried out by you, and will not relieve you of your obligations under this Agreement. Any such use will be paid for by you as set out in this Agreement.
 - ii. You must keep your password confidential at all times so that no one else may access the Services through your account. Please notify EW immediately upon discovering any unauthorized use of your account or error in the operation of a password. You agree not to use any automatic method to avoid disconnection due to inactivity; you may not maintain a connection unless actively using it. You also agree not to provide any public information services over a wireless LAN connection.
 - iii. Usernames and passwords are EW's property and EW reserves the right to alter or replace them at any time in its sole discretion.
 - iv. You shall cease to use and delete the password from any of your records upon expiry or termination of your registration for whatever reason.
8. **Can I cancel my subscription?** Once your order is finalized, you cannot cancel it unless our service is not in accordance with this Agreement and that entitles you under normal legal rules to terminate your order. Notwithstanding the above, your order is on a period by period basis and therefore you can simply not renew for another period if you are unsatisfied with the Services.
9. **Does my subscription renew?** The Services are non-recurring and never renew automatically. You will have the ability to renew the Services upon expiration of each period for which you subscribe.

10. **Monitoring the services.** EW has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if EW, in its sole discretion, believes that it is reasonable to do so, including satisfying laws, regulations, or governmental or legal requests; operating the Services properly; or protecting itself and its customers.
11. **Our commitment to provide the Services.** We will use reasonable efforts to provide access to the wireless hot-spots for which you have paid. We do not operate any wireless or other networks ourselves; instead we obtain for you access to the networks of a huge number of network operators. Because we do not control the networks and other equipment that gets you access to the networks, we cannot guarantee that wireless access will be available to you at all locations all of the time or that the access will be at any particular bandwidth rate. Accordingly, we are not responsible to you if you cannot access wireless networks and hotspots, or if access is temporary or available bandwidth is lower than expected.

IMPORTANT - WHAT WE ARE NOT RESPONSIBLE FOR

- i. Except for the EW Website, EW does not control any materials, information, products, or services on the Internet. The Internet contains unedited materials, some of which are sexually explicit or may be offensive to you. EW has no control over and accepts no responsibility for such materials. You assume full responsibility and risk for accessing content via the Services and the Internet and are solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products, and other information, and the quality and merchantability of all merchandise provided through the service or the Internet.
 - ii. In addition, viruses and other malicious code are common on the Internet and on email. Because we do not control the networks and other equipment that gets you access to the networks, we cannot protect your equipment against viruses and strongly recommend you obtain up-to-date anti-virus and firewall software to protect your equipment.
12. **Disclaimer and limitation of liability.**
- i. You expressly acknowledge that there are security, privacy and confidentiality risks inherent in wireless communications and technology and EW does not make any assurances or warranties relating to such risks.
 - ii. For the avoidance of doubt, EW's liability for: (a) death or personal injury resulting from its negligence or that of its servants or agents; (b) breach of any condition as to title or quiet enjoyment of or in relation to any goods supplied by it under any agreement for hire or sale; (c) fraudulent misrepresentation or (d) in relation to any other liability, including any liabilities under sale of goods or supply of services legislation, that may not by applicable law be excluded or limited; is not excluded or limited by this Agreement, even if any other term of this Agreement would otherwise suggest that this might be the case.
 - iii. Subject to clause 12.2, in no event shall EW and its employees be liable (whether for breach of contract, tort (including negligence) or for any other reason) for any loss of profits, wasted time, sales or revenue, loss of goodwill, loss of or loss of the use of any software, data or computer equipment, loss of bargain, loss of opportunity, loss of or waste of management or other staff time, or for any indirect, consequential or special loss, however arising.
 - iv. Subject to clauses 12.2 and 12.3, EW's cumulative liability to you in relation to all events occurring in any given period of 12 months for any and all claims relating to your use of the Services and/or licensed programs (whether in contract, tort

(including in negligence) will not exceed an amount equal to 125% of the total amount of service fees paid or payable by you during the one year period preceding the event giving rise to the claim in question.

- v. EW will not be liable to you for any breach of this Agreement that arises due to any circumstances that EW cannot reasonably be expected to control, including any failure in communications and Internet downtime.

13.

Acceptable use policy.

- i. All customers of the Services and users of the EW Website and/or the EW software agree to and must comply with this section 13, which is EW's Acceptable Use Policy ("AUP"), and your use of any Services, the Website or software provided by EW constitutes your agreement to abide by the terms of this AUP. This AUP is intended to improve the use of the Internet by preventing unacceptable uses. EW does not actively monitor the use of the Services under normal circumstances. Similarly EW does not exercise editorial control or review over the content of any Website, electronic mail transmission, newsgroup, or other material created or accessible over or through the Services. However, EW may remove, block, filter, or restrict by any other means any materials that, in EW's sole discretion, may be illegal, may subject EW to liability or may violate this AUP. EW may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of either access to the Services and/or your EW account or other actions as detailed below. When you use the Services, the third-party from whom EW has obtained the right to access the applicable location at which the Services are being used is an intended third-party beneficiary of this AUP.
- ii. Without limiting the foregoing, except to the extent expressly set out in this Agreement or with our express written permission (in which case you must comply with any terms relating to such use that we specify), you agree not to use the Services:
 - 1. to transmit any information or written, graphic or photographic material ("Material") (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, pornographic, libelous, invasive of another's privacy, threatening, menacing, offensive, hateful or racially, ethnically or otherwise objectionable;
 - 2. to harm, or threaten to harm, minors in any way;
 - 3. to impersonate any person or entity or falsely state or otherwise misrepresent your identity or status or misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Services;
 - 4. to transmit any Material (by uploading, posting, email or otherwise) in breach of this Agreement including any Materials that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

5. to transmit any Material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other intellectual property rights of any third party;
6. to transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
7. to transmit any Material (by uploading, posting, email or otherwise) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
8. to disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
9. to interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
10. to hack into the Website or any other related computer system, make excessive traffic demands, forward chain letters, surveys, contests, pyramid schemes or otherwise engage in any other behavior that may reasonably be expected to inhibit other users from using and enjoying the Website or any other Website or damage or destroy the reputation of EW or any third party;
11. to intentionally or unintentionally violate any applicable law, regulation or statute including, but not limited to, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law];
12. to "stalk" or otherwise harass, threaten, or violate the rights of others; or collect, store or process, or attempt to collect, store or process, personal data about third parties without their knowledge or consent;
13. to resell or advertise to resell the Services without EW's authorization; or
14. as a replacement for residential or commercial Internet access or for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, or any other server.

Furthermore, for each account, the Services are limited to a single person on a single device,

- iii. EW requests that anyone who believes that there is a violation of the AUP direct the information to: help@EverywhereWireless.com. If available, please provide the following information: (i) the IP address used to commit the alleged violation; (ii) the date and time of the alleged violation, including the time zone; and (iii) evidence of the alleged violation. When reporting an issue regarding unsolicited email please provide a copy of the email messages with full headers which typically provides all of the above data. Other situations will require different methods of providing the necessary information.

- iv. EW may take any one or more of the following actions, or other actions not listed, at EW's sole discretion in response to breaches of the AUP: (i) issue warnings, written or oral; (ii) suspend your account; (iii) terminate your account; (iv) bill you for administrative costs and/or reactivation charges, with a minimum administrative cost; or (v) bring legal action to prevent violations and/or to collect damages we are legally entitled to, if any, caused by violations.
- 14. **Copyrights and trademarks.** All copyright, database rights, trademarks and other intellectual property rights in any and all aspects of the Website (including text, graphics, photographs, logos, buttons, icons, images and software (including compilations, underlying source code and applets) and all other material on the Website) is the property of EW or its licensors or partners and is protected by U.S. and international intellectual property laws. Reproduction, duplication, modification, distribution, transmission, replication, display or performance of the content of the Website without the express written permission of EW is strictly prohibited.
- 15. **Suspension and termination.**
 - i. EW may suspend the operation of the Website and/or the Services for repair or maintenance work or in order to update or upgrade the contents or functionality of the Website from time to time.
 - ii. Without prior notice, EW may suspend or terminate this Agreement, your password, your account, and/or or your use of the Services in the event that: (a) you have violated this Agreement or any of the policies applicable to customers; or (b) you fail to pay any charges when due. EW may provide termination notice to you by email or by first class post or courier service to the address you provided for the Services. All notices to you will be deemed effective on the first (1st) calendar day following the date of electronic mailing or on the fourth (4th) calendar day following the date of first-class mailing or deposit with a commercial courier service.
 - iii. The provisions of the following sections of this Agreement will survive termination of this Agreement: 11, 12, 14 and 17.
- 16. **Inquiries or complaints.** If you have any enquiries or complaints about the Website or Services, then please address them to help@EverywhereWireless.com.
- 17. **Miscellaneous.** This Agreement sets out all of the terms that have been agreed between EW and you in relation to the subjects covered by it. Subject to clause 13.2(4), no other representations or terms shall apply to form part of this Agreement. This Agreement and the Privacy Policy, and EW's other Customer policies posted on EW's Website constitute the entire agreement between you and EW with respect to your use of the Services. EW may revise, amend, or modify this Agreement and any other Customer policies and agreements at any time and in any manner. You should check these policies each time you revisit the Website. All notices and return of the EW Software and documentation should be delivered to: Everywhere Wireless, LLC, 912 West Randolph Street, Chicago, IL 60607.
- 18. **IMPORTANT:** THERE ARE SECURITY, PRIVACY AND CONFIDENTIALITY RISKS INHERENT IN WIRELESS COMMUNICATIONS AND TECHNOLOGY AND EW DOES NOT MAKE ANY ASSURANCES OR WARRANTIES RELATING TO SUCH RISKS. IF YOU HAVE CONCERNS YOU SHOULD NOT USE THE EW SOFTWARE OR SERVICE. WE CANNOT GUARANTEE THAT YOUR USE OF THE WIRELESS SERVICES THROUGH EW, INCLUDING THE CONTENT OR COMMUNICATIONS TO OR FROM YOU, WILL NOT BE VIEWED BY UNAUTHORISED THIRD PARTIES.

EVERYWHERE WIRELESS' PRIVACY POLICY

The privacy and security of your personal information is a foremost consideration of Everywhere Wireless, LLC. We want to make your experience using the EW service as enjoyable and rewarding as possible while allowing you to feel secure that your privacy interests are being respected. EW collects certain information that is necessary to fully service your EW account. As a customer, you will be asked to provide information that is needed in order to create your EW account and fulfill our service commitment to you such as your name, address, phone number, e-mails address and billing information. We treat this personal information that you provide to us as highly confidential. EW may use this personal information for editorial and feedback purposes, marketing and promotional purposes, for statistical analysis and for product development. Your personal information, however, will never be sold to any company nor will it be shared with third parties, unless specifically stated otherwise or in special circumstances. In instances where EW and a partner jointly promote the EW service, EW may provide that partner certain information, such as name and e-mail address, for the sole purpose of allowing EW and the partner to evaluate the promotion.

EW may collect and/or track certain information that is derived from your usage of the EW service such as usage patterns, travel patterns, and Website page views, and traffic patterns and information about your geographic location. EW may use this tracking and location information for statistical purposes to improve our products and services and to manage our networks and systems more efficiently. To keep track of traffic on their servers, Websites often store a small data file on your hard disk when you visit them. This file is commonly referred to as a "cookie." A cookie file can contain user specific information, such as User ID, or it can be used to maintain a connection with you during your visit (so that you can visit pages of a Website without retyping the same information over and over). EW uses cookies to track customer traffic patterns, to maintain a connection during your visit with us, to track your preferences, and to diagnose problems on our server and administer our Website. Cookies enable you to enter all parts of the EW Website, and are used to save your User ID on the login page. In addition, cookie files help us assist you with questions about Website navigation, functionality or performance. Partners also may use their own "cookies." We do not control the use of our partners' cookies and expressly disclaim responsibility for information collected through them.

EW will not divulge any of your personal information -- contact, financial, bill history, or geographic location -- to any other organization unless (1) you give EW explicit, and specific, prior permission, (2) the disclosure is required by law or by legal process authorized by a court of competent jurisdiction, (3) EW suspects fraud by a customer involving EW, in which case EW may investigate and report any evidence, including personally identifiable information, to law enforcement officials and to the courts in the course of seeking remedies at law and equity and/or (4) you make an inquiry, request or complaint that requires follow-up and we share your information with others to satisfy your inquiry.

EW may contact customers or Website visitors regarding account status and changes to this privacy policy and any other policies or agreements relevant to Website visitors. EW may use your information to disclose summary information to strategic and business partners. This is obtained by combining data from many individuals with the name and other identifiers removed. EW also may create aggregate reports on user demographics and traffic patterns. This information may be used to negotiate with service providers who complement the EW service or assist us in our efforts to expand our customer base. EW opposes the e-mailing of any junk mail, and does not sell customer information to e-mail lists or telemarketers. If any of our partner Websites engage in such practices, for any reason, EW will immediately investigate, and if appropriate, discontinue services with such parties. If you receive junk e-mail that mentions EW or its services, please send details to us at info@EverywhereWireless.com and we will investigate promptly.

Protecting the safety of minor children when they use the Internet is very important to us. It is our policy to comply with the Children's Online Privacy Protection Act of 1998 and other applicable laws. We

recommend that children receive permission from a parent before gaining access to the EW service or sending personal information to EW or anyone else online.

This privacy policy is effective as of December 15, 2009. EW reserves the right to change this policy at any time. By using the EW service, you are acknowledging and accepting all terms and conditions outlined in this Everywhere Wireless, LLC privacy policy.

EVERYWHERE WIRELESS' ADDITIONAL TERMS OF SERVICE

Although EW has attempted to provide accurate information on the Website, EW assumes no responsibility for the accuracy of the information, which may contain technical or other inaccuracies, omissions or typographical errors. EW may change any of the information or other materials on the Website at any time without notice. EW makes no commitment to update the materials or information on the Website. You use the Website at your sole risk. The material on the Website is provided "AS IS" without warranties of any kind, either express or implied. To the fullest extent permitted by applicable law, EW disclaims all warranties of any kind, expressed or implied including, without limitation, warranties of merchantability, fitness for particular purpose, non-infringement or arising from a course of dealing, usage or trade practice. EW does not make any representations or warranties regarding the use, validity, accuracy or reliability of information or material on the Website.

EW will not be liable for any direct, indirect, incidental, consequential, punitive, special or other damages including, without limitation, loss of or damage to data, loss of use of or damage to computers or other systems, lost or damaged programs, costs of replacement goods and lost profits or revenues, arising out of the use or inability to use the Website or any EW product or service, even if EW has been advised of the possibility of such damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so some of the above limitations or exclusions may not apply to you.

EW makes no representations about any other website that you may access through the EW Website, or any products mentioned on the EW Website that are not products of EW. When you access a non-EW Website, you are accessing an independent Website over which EW has no control or responsibility, and you do so at your own risk. The presence on the Website of links to non-EW Websites does not mean that EW endorses or accepts responsibility for the content or use of such Websites. Products mentioned on the Website that are not directly manufactured or sold by EW are mentioned for informational purposes only, and such references do not imply an endorsement of the product or service by EW.

Certain areas of the Website may be available only with a password. Access to and use of areas of the Website that are password-protected and/or secure is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Website may be subject to prosecution.

Product and service performance is measured using specific computer and communication systems and components and reflects approximate performance of the tested products and services. Any difference in hardware or software may affect actual performance, and customers should consult other sources of information to evaluate the performance of EW products and services.

The trademarks, service marks and logos used and displayed on the Website are registered and unregistered trademarks and service marks of EW and its suppliers and customers. You are not granted, expressly or by implication, estoppel or otherwise, any license or right to use any trademark, service mark or logo used or displayed on the Website, without the express written permission of EW. EW's technology and products, including products that may from time to time be available on the Website, are protected by one or more United States patents. International patents and patents pending may also be applicable in their respective countries.

Export Laws. By accessing or using the materials on this Website, you represent and warrant that you are not located in, under the control of, or a national or resident of any country to which the U.S. has embargoed goods. You agree that you will not export or "re-export" (transfer) materials from the Website or any product or service that contains such materials unless you have complied with all applicable United States and foreign government export controls and approvals. For additional information with respect to the United States export controls, you may wish to visit the U.S. Bureau of Industry and Security's web Website at: <http://www.bis.doc.gov>.

These terms of use are effective until terminated by EW. EW may terminate these terms of use and your access to the Website with respect to you or any other third party without notice at any time for any reason. Upon termination all rights granted in these terms of use will immediately cease to exist and you must promptly discontinue all use of the Website's materials and destroy all copies of the materials downloaded by you from the Website. In addition, in the event that we determine, in our sole discretion, that you have breached any of these terms of use, we reserve the right to terminate access to this Website and take any other action which we, in our sole discretion, deem to be appropriate. All terms that by their nature should survive termination of these terms of use will survive.

The Website is controlled by EW from its offices within the State of Illinois, USA. Any claim relating to the materials on the Website will be governed by the laws of the State of Illinois, notwithstanding any conflicts of law principles. Your use of the Website does not subject EW to judicial process or the jurisdiction of courts or other tribunals in your jurisdiction or location. Any part of these terms and conditions that is unlawful, void or unenforceable will be deemed severable and will not affect the validity or enforceability of remaining provisions. EW may revise these terms and conditions from time to time by updating this posting. You should visit the Website from time to time to review the then-current terms and conditions because they are binding upon you.

EW is committed to complying with U.S. copyright law and requires that you do the same. The Digital Millennium Copyright Act of 1998, 17 U.S.C. § 512(c)(3) ("DMCA") provides recourse for owners of copyrighted material who believe that their rights under U.S. copyright law have been infringed on the Internet. If you believe that any material contained on the EW Website infringes your copyright, you should notify EW of your copyright infringement claim in accordance with the following procedure. EW will process all notices of alleged infringement and will take appropriate action as required by the DMCA and other applicable intellectual property laws. The DMCA requires that notifications of claimed copyright infringement should be sent to EW's designated agent: Legal Department, Everywhere Wireless, LLC, 912 West Randolph Street, Chicago, IL 60607. To be effective, the notification must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)): (i) Physical or electronic signature of a person authorized to act on behalf of the copyright owner; (ii) Identification of the copyrighted work claimed to have been infringed; (iii) Identification of the material that is claimed to be infringing and that is to be removed or access to which is to be disabled as well as information reasonably sufficient to permit EW to locate the material; (iv) Contact information of the complaining party; (v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agents, or the law; (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.